

## **Proprietary Information Agreement**

I serve as a consultant to Export Finance Systems, Inc. and/or affiliates thereof (collectively "EFS"). In connection with such services and the compensation or other benefits I receive from EFS, I hereby agree to the following:

1. **Non-Disclosure.** Without prior written permission from EFS, I will not, other than for the benefit of EFS, either before or after the termination of my affiliation with EFS: (i) disclose to any non-EFS employee, or use for my benefit or the benefit of anyone other than EFS, any Confidential Information or materials relating to the current or anticipated business of EFS, or (ii) make copies of any Confidential Information. Initially, I will have access to the EFS System that is described on Exhibit A. Unless generally known in the industry, all information about EFS' products, product plans, operations, customers, suppliers, prices, designs, business plans, strategies, business opportunities, personnel, finances, research, development and know-how is included within the meaning of "Confidential Information". I understand that information and materials received by EFS in confidence from third parties are included within the meaning of "Confidential Information". Upon the earlier of the termination of my affiliation with EFS or at EFS' request, I will return and certify in writing that I have so returned, all materials belonging to EFS or entrusted to EFS by third parties.

2. **Information Belonging to Third Parties.** I will not disclose to EFS or induce EFS to use any confidential information or materials belonging to a third party, including any prior employer or contractor, unless I have first received the written approval of the third party and EFS.

3. **Work for Hire.** Any written work I produce for EFS which is unique to the specific business functionality of the EFS System ("Work Product") (including but not limited to marketing plans, software, software specifications, user manuals, descriptions of procedures, or anything else which would be within the definition of Confidential Information of EFS if developed by EFS) shall be within the definition of Confidential Information of EFS and shall be "Work for Hire" as such term is defined in Section 101 of the 1976 Copyright Act

4. **Return of Materials.** I agree that, upon termination of my affiliation with EFS, or at any other time upon request by EFS, I will deliver to EFS (and will not keep in my possession or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, formulas, bluelines, sketches, materials, equipment, designs, descriptions of procedures, techniques or processes, plans (including marketing and sales plans), or other documents or things, including but not limited to computer tapes, discs or software programs, or reproductions of any aforementioned items belonging to EFS.

5. **Compensation.** I will perform a technology review of the proposed Internet version of the EFS System that will be designed and developed by InfoRespond. I will be compensated at the rate of \$1,200 per day, and will be paid upon the completion

of my review and submission of my written report. I anticipate this project will take approximately two (2) days, but in no event more than three (3) days.

6. **Miscellaneous.** Each of the undersigned acknowledges receipt of a copy of this Agreement and agrees that, with respect to its subject matter, it is my entire agreement with EFS, superseding any previous oral or written communications, representations, understanding or agreements with EFS or any of its employees or representatives.

**Consultant**

Robert S. Trick  
Signed

Dated: 5-18-1999

*Printed Name and Address:*

Robert Trickovic  
46 Berkeley Ave.  
Orinda, CA 94503

**Export Finance Systems, Inc.**

Robert D. Smith  
Signed

Title: Sr VP

Dated: 5/18/99

## **EXHIBIT A**

### ***Export Finance Systems, Inc.***

#### **Accounts Receivable Tracking System**

The EFS System is a software program which is an integrated Windows-based PC system which supplies accounts receivable purchase/finance process and administrative services to manufacturers/insureds, exporters, financial institutions and insurance providers. The key features of the System are:

1. Exporter and Buyer Limits: The system provides for the tracking of key credit insurance policy parameters that are monitored and updated automatically. These parameters include: general policy terms and conditions, effective dates and limits, detailed insured limits, specific buyer limits (include either Discretionary Credit Limits or Special Buyer Credit Limits), approved payment terms by buyer and country limits, if applicable.
2. Tracking: The system tracks shipment, invoice and payment data, which can be downloaded electronically from the user's in-house system, and automatically tests policy parameters and updates limits as transactions are processed.
3. Selection of Eligible Invoices for Purchase/Financing: Based on criteria established by a financial institution, the system can select those invoices that are eligible for purchase/financing.
4. Invoice Payments and Adjustments: Payments and credit memos are applied against outstanding invoices, whether purchased/financed or not, which will simultaneously update all of the related limits for the manufacturer/insured and buyers.
5. Remittances: Remittances of invoice payments received from buyers, and in turn, paid to a financial institution are applied against outstanding purchased receivables, and will simultaneously update all of the related balances.
6. Reporting: The system provides a series of reports which are prepared from the information contained in the relational database, and therefore reflect the latest transactions entered into any of the various modules of the system.